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Mayor, City of Boston

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Acting Commissioner, Boston Transportation Department

**REQUEST FOR PROPOSALS FOR PLANNING & DESIGN
SERVICES RELATED TO THE SOUTHWEST CORRIDOR
EXTENSION PROJECT, SOUTHWEST CORRIDOR CROSSINGS
PROJECT, AND BIKE NETWORK ACCELERATION PROJECTS**

Monday, July 29, 2019

City of Boston
Transportation Department

Request for proposals for planning & design services related to the Southwest Corridor Extension Project, Southwest Corridor Crossings Project, and Bike Network Acceleration Projects for the City of Boston.

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NOTE:

- ▶ All bidders must submit a signed CM-10 form.
- ▶ Vendors who have not done business with the City of Boston within the last year must submit the Vendor Information Form.

SECTION 1 | NOTICE TO PROPOSERS

(ADVERTISEMENT)

Request for proposals for planning & design services related to the **Southwest Corridor Extension Project, Southwest Corridor Crossings Project, and Bike Network Acceleration Projects**. The term of the contract shall be for thirty-six (36) months starting on or about October 1, 2019 and ending September 30, 2022.

For information specific to this particular request for proposals, contact Stefanie Seskin at stefanie.seskin@boston.gov.

The City of Boston (“the City”), acting through its Commissioner of Transportation, invites sealed submittals for the performance of the services generally described above, and particularly as set forth in the Request for Proposals Documents (“RFP”). **The RFP shall be available from 10:00 am Monday, July 29, 2019 through 12:00 pm Friday, August 16, 2019** from the City’s Supplier Portal at boston.gov/supplierportal (Bid Event EV00007050). This contract is procured under the provisions of the City Charter and is exempt from Chapter 30B § 1(b) (32A) of the Massachusetts General Laws.

Proposals are due no later than **noon (12:00 pm) on Friday, August 16, 2019** to the Boston Transportation Department, Room 721, City Hall, Boston, MA 02201. Proposals shall be submitted in two separate envelopes: one non-price proposal and one billing rates. Refer to Section 2 of the RFP for complete information on the submission process and details.

The award of licenses under this RFP shall be based upon a determination of the most advantageous submission(s) from responsible and responsive vendor(s) taking into consideration the evaluation criteria set forth in the Documents. The term of the licenses shall be for approximately thirty-six (36) months beginning on or about October 1, 2019 and ending September 30, 2022.

The City reserves the right to accept or reject any or all submissions or any part or parts thereof; to waive any defects, informalities and minor irregularities; and to award the contract as the City deems to be in its best interest. This contract is subject to appropriation. The maximum time for acceptance is ninety (90) days after the above-mentioned date specified for submissions.

Gregory T. Rooney
Acting Commissioner

(July 29, August 5, 2019)

SECTION 2 | SUBMISSION PROCESS

NOTE: Failure to read and follow the instructions carefully may result in proposal rejection.

RFP TIMELINE

Monday, July 29, 2019 10:00 am	RFP made available to interested vendors.
Monday, August 5, 2019 noon (12:00 pm)	Deadline to submit written questions. Vendors are encouraged to submit questions well before this deadline.
Friday, August 9, 2019 5:00 pm	Deadline to post responses to written questions. All questions will be compiled and answers will be posted on the City's Supplier Portal at boston.gov/supplierportal (Bid Event EV00007050). <i>Individual answers will not be supplied. Answers will not be emailed to individual vendors. Question answers may be posted anytime between Tuesday, August 6, 2019 at noon and Friday, August 9, 2019 at 5:00 pm.</i>
Friday, August 16, 2019 noon (12:00 pm)	Proposals due ("submission deadline"). The RFP will be available until this deadline, however additional questions will not be accepted after the August 5 deadline.
August 26 - August 30	Interviews, if necessary, will be held during this week.

PROPOSAL SUBMISSION

- ▶ Proposal must be delivered by the submission deadline indicated above to: City of Boston Transportation Department, Room 721, Boston City Hall, Boston, MA 02201
- ▶ Proposals must be submitted in TWO (2) SEPARATE SEALED envelopes:
 - The NON-PRICE PROPOSAL envelope should be clearly labeled on the outside with "BTD - Request for Proposals for On-call Active Transportation Network Planning & Design - NON-PRICE PROPOSAL - Vendor Name"

This envelope, and the documents within it, should have NO reference to the price proposal. The non-price proposal and all contract forms should be sealed within the envelope in the following formats:

- ▶ One (1) original, single-sided, bound with binder or paper clips
- ▶ Five (5) copies, double-sided, bound (spiral or other secure binding)
- ▶ One (1) copy on a USB flash drive
- The PERSONNEL BILLING RATES envelope should be clearly labeled on the outside with "BTD - Request for Proposals for On-Call Active Transportation Network Planning & Design - **BILLING RATES** - Vendor Name" the Billing Rates worksheet(s) should be sealed within the envelope in the following formats:
 - ▶ One (1) original, single-sided, bound with binder or paper clips
 - ▶ Two (2) copies, double-sided, bound (spiral or other secure binding)

SECTION 3 | SCOPE OF SERVICES

3.1 INTRODUCTION

The City of Boston, acting through the Commissioner of the Boston Transportation Department (BTD), invites submissions from qualified consultants (Consultant) to provide planning, engineering analysis, concept design, construction plans, specifications, estimates, and construction phase services for the **Southwest Corridor Extension, Design Improvements for Southwest Corridor Crossings, and Bike Network Acceleration Projects including Massachusetts Ave from Melnea Cass Blvd to Columbia Rd** as shown in the attached concept plan. Go Boston 2030, the city's long-term transportation plan, identifies these as priority projects.

3.1.1 DESIGN GOALS

Prioritizing Walking

Walking should be pleasant and easy. Through this scope of services, we aim to emphasize those qualities of our built environment that have led to our title of “America’s Walking City” -- among them, our mixed-use neighborhoods, a compact street network with walkable block lengths, and high-quality public realm. Go Boston 2030 sets an aspirational goal: approximately 1 in 5 Bostonians will choose walking as their primary way to get to work. Achieving this means greatly improving comfort and safety for people walking throughout Boston.

It is our aspiration that projects undertaken through this scope of services will enhance the comfort and safety of our pedestrian network within and around Downtown Boston. Designs should use proven best-practices to improve safety for people of all ages and abilities who are using our sidewalks and crosswalks, in line with our Vision Zero policy. Designs should control vehicle speeds, reduce conflicts with motor vehicles, provide frequent opportunities to safely cross streets, and enhance access to jobs, open spaces, and transit. In addition, we will seek opportunities to improve and expand the public realm using construction techniques that can be implemented cost-efficiently in a short timeframe. Lastly, we can anticipate that projects that expand the citywide bicycle network will also have a safety benefit for pedestrians, as research has shown that separated bicycle facilities increases road safety for all users.¹

Comfortable Bicycling

The City aspires to make bicycling a safe, comfortable, and convenient choice for more of Boston’s residents and visitors. Better bike corridors aim to provide **high-comfort** routes, intersections, and crossings. **Comfort** is an important factor, as research has shown that 51% of adults are interested in bicycling but concerned about unsafe interactions with

¹ Wesley E. Marshall and Nicholas N. Ferencak, “Why cities with high bicycling rates are safer for all road users,” Journal of Transport & Health, 2019. <https://doi.org/10.1016/j.jth.2019.03.004>

motor vehicles.² This research is supported by feedback received from Boston residents during the outreach process for Go Boston 2030, in which current and potential bicyclists called for more “low-stress” bicycle routes.

Comfortable bikeways vary depending on the context of the street but follow the principle of separating bicyclists from high-speed, high-volume vehicle traffic. Examples of high-comfort bikeways include separated bike lanes on higher volume streets, shared use paths with safe street crossings, and connected networks of quiet streets that are retrofitted to slow vehicles or filter out non-local traffic. High-comfort bike corridors may include a range of these facility types and must be intuitive to follow and facilitate easy, safe, and logical transitions through the use of geometric design, signal timing, and wayfinding signage. A connected network of comfortable routes throughout Boston will make bicycling a more realistic option for a wider range of potential riders in accordance with the goals of Go Boston 2030.

This scope of services includes several projects that aim to rapidly implement high-comfort bicycle corridors along key commuting corridors within and around Downtown Boston and to fill in major gaps in the citywide bicycle network. These projects are intended to improve access to jobs and services, encourage more residents and visitors to travel by bicycle, and help Boston meet its carbon reduction goals.

Design resources

All design work and preparation of documents shall utilize the City of Boston’s *Complete Streets Guidelines*, the Massachusetts Department of Transportation (MassDOT) *Separated Bike Lane Planning & Design Guide*, MassDOT *Project Development and Design Guide*, the National Association of City Transportation Officials (NACTO) *Urban Street Design Guide*, NACTO *Transit Street Design Guide*, NACTO *Urban Bikeway Design Guide*, and other local, state, and national guidance as appropriate. Innovative and flexible planning and design approaches will be encouraged. All work shall be to City of Boston standards, including but not limited to BTM standards, Public Works Department (PWD) standards, Boston Water and Sewer Commission (BWSC) standards (as required), and MassDOT standards (as required).

3.1.2 SOUTHWEST CORRIDOR EXTENSION

The Southwest Corridor is one of Boston’s most heavily used walking and bicycling paths, regularly exceeding 2,000 bicyclists on weekdays.³ The path is an important commuting route for residents of Roslindale, Jamaica Plain, Roxbury, and the South End to access jobs and destinations Downtown via transit or bike, while also serving to connect residents and

² Jennifer Dill and Nathan McNeil, “Revisiting the Four Types of Cyclists: Findings from a National Survey,” *Transportation Research Record: Journal of the Transportation Research Board*, 2587: 90-99, 2016. <https://journals.sagepub.com/doi/10.3141/2587-11>

³ City of Boston Bicycle Counts, 2017-2018

visitors with some of Boston's signature open spaces such as Franklin Park and the Arnold Arboretum at its southern end.

The **Southwest Corridor Extension** aims to “extend” the Southwest Corridor beyond its current northern terminus via an on-street network of improved pedestrian crossings and bike facilities. (Such network will be determined based on feasibility and on feedback from local communities.) This cross-town route will complete an essential walking and bicycling corridor, allowing travelers to make a continuous, comfortable, and safe bicycling connection to jobs, educational opportunities, open space, and other destinations in Downtown, the Back Bay, Beacon Hill, and beyond.

At a minimum, the corridor will provide improved pedestrian crossings and create a comfortable, direct, easy-to-follow bicycle route between the intersection of Pembroke Street and Columbus Ave in the South End and the intersection of Cambridge Street and Charles Street (“Charles Circle”) in Beacon Hill. Special care shall be given to pedestrian access to the Public Garden, Boston Common, and MBTA stations. The exact design tools, routes, and facility type(s) will be determined by the City working closely with the community and selected Consultant. See Section 3.4.1 for a description of potential routes.

3.1.3 DESIGN IMPROVEMENTS FOR SOUTHWEST CORRIDOR CROSSINGS

Design Improvements for Southwest Corridor Crossings will focus on modifying street crossings to enhance safety and improve capacity for bicyclists and pedestrians along the existing Southwest Corridor shared use path between McBride Street in Jamaica Plain and Ruggles Street in Roxbury. Existing conditions include narrow and/or non-standard curb ramps, limited sightlines, and conflicts with turning vehicles. The purpose of this project will be to design short- and medium-term improvements to City of Boston right-of-way to improve safety by minimizing conflicts between all users and to comply with ADA accessibility standards. Potential modifications may include signal timing and phasing changes, curb ramp widening, raised crossings, pavement markings, median crossing islands, and other changes as identified by the City, Consultant, and community. See Section 3.4.2 for a full list of intersections within the project area.

3.1.4 BIKE NETWORK ACCELERATION PROJECTS

The City of Boston is partnering with the National Association of City Transportation Officials (NACTO) as part of the Bloomberg American Cities Climate Challenge to rapidly design and build low-carbon transportation projects by 2020. As part of this work, the City envisions rapidly designing several key corridors with high-comfort bike facilities that provide Bostonians with access to jobs, educational opportunities, open space, and other destinations. These projects are intended to fill gaps in the citywide bike network with a particular focus on Downtown, Roxbury, and Fenway/Kenmore. Along each corridor, the project will address identified deficiencies for pedestrians, improve the public realm, and support transit operations where applicable. See Section 3.4.3 for a list of project extents.

3.2 FUNDING

This contract is funded through the City of Boston's Capital Plan. The City estimates a budget amount of approximately \$2,500,000 over three years, subject to appropriations. Consultants should take this as a guide, understanding that the City of Boston will negotiate a final contract with the selected Consultant independent of the estimated budget.

3.3 PROJECT ADMINISTRATION

The project is being administered by the Boston Transportation Department in collaboration with all other City agencies. Project Management will be provided by BTM. The Active Transportation Director or designated BTM project manager will be the day-to-day point of contact and will coordinate public agency interface with the Consultant.

Responsibility for reviewing engineering aspects of the project rests with the City of Boston and, if applicable, with MassDOT, Department of Conservation and Recreation (DCR), and other state agencies.

The City's management team will collaborate throughout the duration of the project to ensure that each discipline is appropriately engaged, that project milestones are met, that each milestone product meets the City's engineering standards, and that the final products can be bid and awarded. Coordination with internal city agencies may include, but is not limited to, the Boston Public Works Department, the Commission for Persons with Disabilities, Boston Water and Sewer Commission, and the Boston Planning and Development Agency.

3.4 PROJECT LIMITS

See Figure 1 on Page 10 for a map showing the location of the projects in this RFP.

3.4.1 SOUTHWEST CORRIDOR EXTENSION

The Southwest Corridor Extension project limits extend approximately from the intersection of Pembroke Street and Columbus Avenue in the South End to the intersection of Cambridge Street and Charles St ("Charles Circle") in Beacon Hill. The City, with guidance from residents and with the Consultant's help, shall identify key crossings and aspects of the pedestrian network that should be studied and improved through this project. It is anticipated that the majority of these locations are on the same corridors being studied for improved cycling.

The City, working in conjunction with the Consultant, will evaluate bike route alternatives for the Southwest Corridor Extension and select a preferred route that may include a spur to Downtown, several secondary routes, or both. For the purposes of this project,

Columbus Avenue extending northeastward from Melnea Cass Boulevard is considered to be the primary bicycle route rather than the meandering path through the Southwest Corridor linear park one block north of Columbus Ave. One possible route identified in Go Boston 2030 would include high-comfort bikeways on the following segments:

- Columbus Ave from Pembroke St to Park Plaza
- Park Plaza from Columbus Ave to Charles Street South
- Charles Street South from Park Plaza to Boylston Street
- Charles Street from Boylston Street to Cambridge Street
- Beacon Street from Charles Street to Arlington Street
- Arlington Street from Beacon Street to Columbus Ave
- Boylston Street from Arlington Street to Tremont Street

Additional or alternative bike routes may include high-comfort bikeways utilizing a combination of separated bike lanes, contra-flow bike lanes, bike lanes, traffic calming, wayfinding signage, or other facility types on some or all of the following segments:

- Chandler Street from Columbus Ave to Tremont Street
- Tremont Street from Chandler Street to Oak Street West
- Charles Street South from Tremont Street to Park Plaza
- Oak Street West from Tremont Street to Washington Street
- Washington Street from Oak Street West to Temple Place
- Stuart Street from Columbus Ave to Charles Street South
- Arlington Street from Columbus Ave to Chandler Street

The project is located within the public right-of-way on streets under the jurisdiction of the City of Boston and three bridges spanning I-90 that are under MassDOT jurisdiction including Columbus Ave, Arlington Street, and Tremont Street. The City of Boston will collaboratively with MassDOT on portions of the project that fall under that agency's jurisdiction.

The project area includes several pending plans and development projects, including PLAN Downtown, 201 Stuart Street (Motor Mart Garage), MGH Expansion, and several intersecting corridor projects including repaving, Vision Zero focus areas, and additional Go Boston 2030 Better Bike Corridors. These projects may create opportunities for the Southwest Corridor Extension project.

3.4.2 DESIGN IMPROVEMENTS FOR SOUTHWEST CORRIDOR CROSSINGS

Design Improvements for Southwest Corridor Crossings will focus on street crossings along the Southwest Corridor shared use path between McBride Street in Jamaica Plain and Ruggles Street in Roxbury. The crossings include a mix of signalized and unsignalized crossings at both mid-block locations and directly adjacent to intersections. For crossings located adjacent to intersections, the project limits shall include the approaches from all

intersecting streets. The following crossings are included in the project limits for the purpose of evaluation:

- McBride Street (unsignalized) (Jamaica Plain)
- Williams Street (unsignalized) (Jamaica Plain)
- Gordon Street (unsignalized) (Jamaica Plain)
- Green Street (signalized) (Jamaica Plain)
- New Minton Street (unsignalized) (Jamaica Plain)
- Boylston Street (signalized) (Jamaica Plain)
- Atherton Street (unsignalized) (Jamaica Plain)
- Centre Street (signalized) (Jamaica Plain)
- Heath Street (signalized) (Roxbury)
- Cedar Street (signalized) (Roxbury)
- Tremont Street (signalized) (Roxbury)
- Prentiss Street (unsignalized) (Roxbury)
- Ruggles Street (signalized) (Roxbury)

The project limits shall be the public right-of-way under the jurisdiction of the City of Boston. The project will abut, but not include, land owned by DCR and the Massachusetts Bay Transportation Authority.

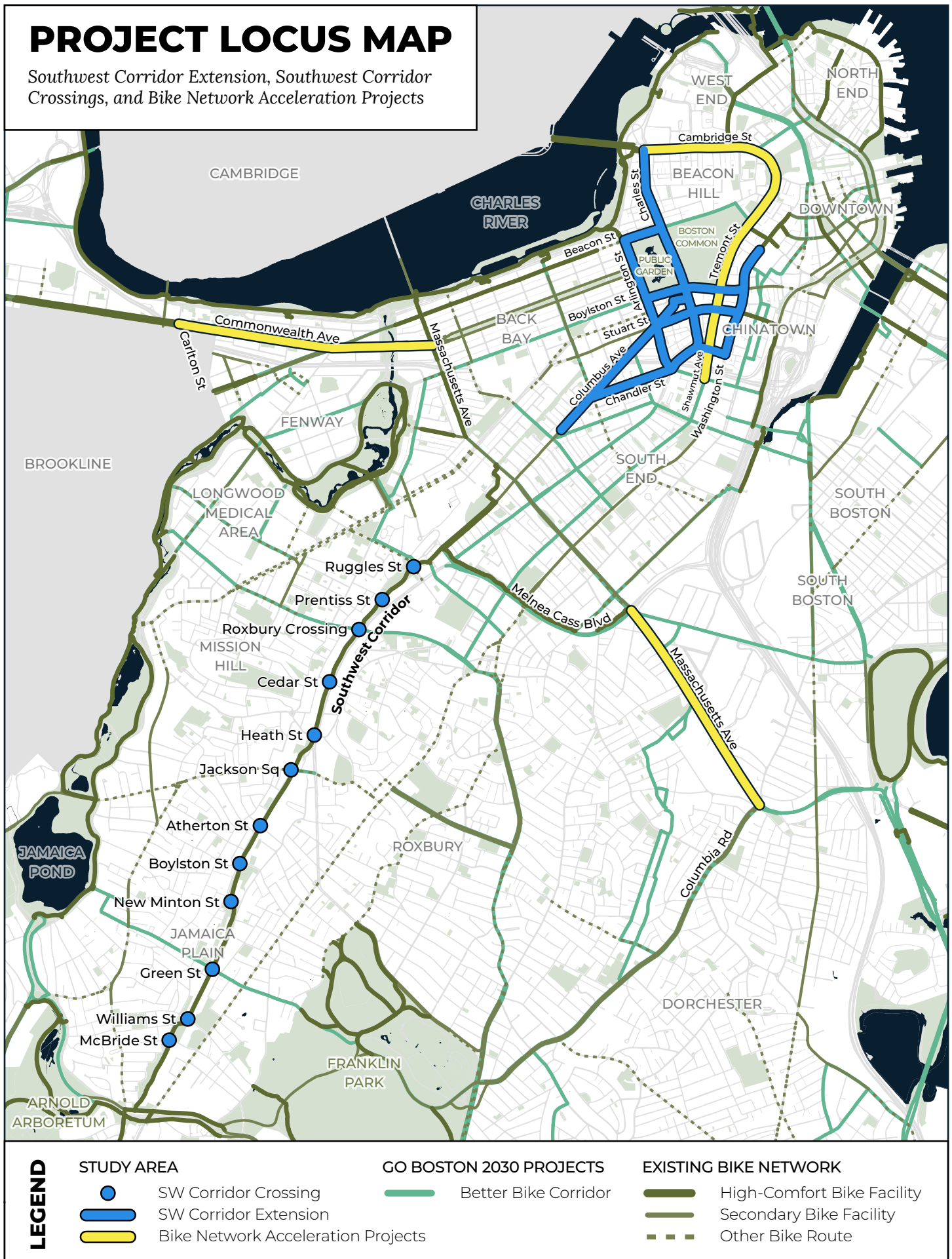
3.4.3 BIKE NETWORK ACCELERATION PROJECTS

Bike Network Acceleration Projects shall include specific streets determined by the City. The segments have previously been identified as Better Bike Corridors in Go Boston 2030. These streets and extents include:

- Cambridge Street (Charles Circle to Court Street), Tremont St (Court Street to Oak Street W), and Shawmut Ave (Oak Street W to Herald Street)
- Massachusetts Ave (Melnea Cass Blvd to Columbia Road)
- Commonwealth Ave (Carlton Street to Massachusetts Ave)

Additional corridors may be added or may replace the above list, depending on budget and annual prioritization.

Figure 1. Project Locus Map



3.5 ANTICIPATED SERVICES

First and foremost, the City expects that the Consultant will be willing and available to work in a closely collaborative manner on all of the tasks described in this section. This will involve setting up processes to ensure smooth and efficient communication, workflow, and task delegation between City and Consultant staff, and revisiting these processes as needed throughout the length of the contract. The Consultant should be familiar with and willing to use project management platforms including Asana and e-Builder.

TASK 1A: BICYCLE ROUTE AND PHASING ALTERNATIVES FOR THE SOUTHWEST CORRIDOR EXTENSION

The Consultant will be expected to work with the City to select a preferred bicycle route and phasing alternatives for the **Southwest Corridor Extension**. As noted in Section 3.4.1, the City has identified several potential routes that the Southwest Corridor Extension could follow and expects that the Consultant will assist with the evaluation of these alternatives as well as consider additional route alternatives. The Consultant is expected to understand and apply the following principles of high-quality bike networks to selecting and evaluating route alternatives:

- **Safety:** Utilizes proven countermeasures to address locations with a known crash history and proactively minimize the risk of user conflicts.
- **Comfort:** Provides a comfortable experience for users of all ages and abilities by reducing exposure to high-speed, high-volume vehicle traffic.
- **Cohesion:** Creates a bike corridor that is easy for users to identify and intuitive to follow; connects seamlessly with intersecting bike facilities that exist or are planned.
- **Directness:** Allows users to access major destinations and nodes with a minimal amount of out-of-direction travel or delay.
- **Constructability:** Employs design techniques that can be constructed quickly and cost-efficiently; considers challenges and opportunities related to curbside usage, utilities, and existing and needed signal equipment.

The City expects that the Consultant will be able to carry out the activities described below, as directed by the City's project manager:

- Develop maps of potential route alternatives based on the previously identified street segments as well as additional segments identified by the Consultant.
 - These route alternatives should consider the existing travel direction on streets in the study area and locations where it may be advantageous to design for two-way bicycle travel on streets that allow one-way operation for motor vehicles.
 - Each alternative should identify potential impacts to vehicle capacity, parking and curbside uses, existing utilities, and signal equipment that may require further engineering analysis under Task 3.

- Impacts to transit operations must be documented and addressed, where applicable.
- Identify key needs for pedestrians along the potential route alternatives. Factors to consider include safety, accessibility, delay, desire lines, amenities, opportunities to expand the public realm, and other issues identified by the community, City, or Consultant.
- Assist the City in creating materials and methods to inform the alternatives selection process with internal and external stakeholders
 - Illustrate route alternatives, including potential cross-sections and trade-offs
 - Discuss trade-offs and identify potential flaws and preferences
- Perform GIS analysis utilizing publicly available data and data provided by the City to support the planning process, as needed. Data may include travel distance and time, employment density, population density, open space, student population density, bikeshare station locations and utilization, and other metrics.
- Participate in one or more bike rides with City staff along potential Southwest Corridor Extension routes to observe existing conditions and qualitative factors impacting potential route alternatives. The City expects that key members of the Consultant's engineering team will attend on-bike field visit(s). The City will assist with the provision of bicycles and safety equipment to use during these field visits if necessary. The City will work with the Consultant to identify alternative approaches to this task based on physical ability, if needed.

Deliverable(s):

- Memorandum summarizing route and phasing alternatives with descriptions, routing maps, concept-level cross sections, conceptual intersection configurations, and results from GIS analysis
- Digital and physical presentation materials for internal use
- Evaluation matrix of alternatives

TASK 1B: DATA COLLECTION AND ANALYSIS FOR SOUTHWEST CORRIDOR CROSSINGS

The Consultant will be expected to work with the City to select context-appropriate modifications to enhance safety and improve capacity for pedestrians and bicyclists at street crossings along the Southwest Corridor within the study area. The City has identified specific street crossings for further evaluation, as described in Section 3.4.2. The Consultant will analyze needs and deficiencies at each crossing. The City expects that the Consultant will be able to carry out the activities described below, as directed by the City's project manager:

- Review previous plans, studies, and data related to the project area, as provided by the City.

- Identify quantitative and qualitative metrics to articulate needs and deficiencies. The Consultant will assist with data collection and synthesizing the selected metrics into a visually appealing, easily understood data visualizations. Some metrics may be used for post-project evaluation. Metrics may include:
 - Crash history
 - Physical condition of existing infrastructure
 - User delay
 - Measures of comfort or stress
 - User travel patterns, including counts, observation of formal and informal paths and routes, or other metrics.
- Assist the City with the selection of priority crossings for quick-build improvements
- Participate in one or more bike rides with City staff along the Southwest Corridor to observe existing conditions and qualitative factors impacting potential route alternatives. The City expects that key members of the Consultant's engineering team will attend on-bike field visit(s). The City will assist with the provision of bicycles and safety equipment to use during these field visits if necessary. The City will work with the Consultant to identify alternative approaches to this task based on physical ability, if needed.

The Consultant will compile 1 - 2 page info sheets for selected crossings that synthesize information that may include but not be limited to:

- Locus map
- Existing conditions and deficiencies
- Crash history
- Additional analysis needed, if any
- Agencies responsible for specific actions other than BTM, if any

The City expects the info sheets to be designed in a visually appealing, easy-to-read manner utilizing the City's branding guidelines.

Deliverable(s):

- Info sheets for selected crossings
- Memorandum summarizing proposed next steps for design

TASK 1.C PLANNING AND ANALYSIS SERVICES FOR BIKE NETWORK ACCELERATION PROJECTS

The Consultant will be expected to work with the City to carry out planning services for the Bike Network Acceleration Projects identified in Section 3.4.3. The Consultant is expected to understand and apply the principles of high-quality bike networks described in Section 3.4.1. The City expects that the Consultant will be able to carry out the activities described below, as directed by the City's project manager:

- Determine potential impacts to vehicle capacity, parking and curbside uses, existing utilities, and signal equipment based on design alternatives developed under Task 3.
 - Impacts to transit operations must be documented and addressed, where applicable.
- Identify key needs for pedestrians along the potential route alternatives. Factors to consider include safety, accessibility, delay, desire lines, amenities, opportunities to expand the public realm, and other issues identified by the community, City, or Consultant.
- Identify quantitative and qualitative metrics to articulate needs and deficiencies. The Consultant will assist with data collection and synthesizing the selected metrics into a visually appealing, easily understood data visualizations. Some metrics may be used for post-project evaluation. Metrics may include:
 - Crash history
 - Physical condition of existing infrastructure
 - User delay
 - Measures of comfort or stress
 - User travel patterns, including counts, observation of formal and informal paths and routes, or other metrics.
- Assist the City in creating materials and methods to inform the design alternative selection process with internal and external stakeholders
 - Illustrate design alternatives, including potential cross-sections and trade-offs
 - Discuss trade-offs and identify potential flaws and preferences
- Perform GIS analysis utilizing publicly available data and data provided by the City to support the planning process, as needed. Data may include travel distance and time, employment density, population density, open space, student population density, bikeshare station locations and utilization, and other metrics.
- Participate in one or more bike rides with City staff along the Bike Network Acceleration Project routes to observe existing conditions and qualitative factors impacting potential route alternatives. The City expects that key members of the Consultant's engineering team will attend on-bike field visit(s). The City will assist with the provision of bicycles and safety equipment to use during these field visits if necessary. The City will work with the Consultant to identify alternative approaches to this task based on physical ability, if needed.

Deliverable(s):

- One (1) memorandum for each corridor summarizing:
 - Route concept alternatives with descriptions, routing maps, concept-level cross sections, and conceptual intersection configurations
 - Results of data analysis
 - Proposed next steps for design
- Digital and physical presentation materials for internal use

TASK 2: COMMUNITY ENGAGEMENT

The Consultant will be required to collaborate and share information with Boston's residents, businesses, institutions, community groups, and advocacy organizations. The Consultant should have proven skills in graphic design and geospatial analysis, especially for presenting to the public. The Consultant should be ready to work alongside diverse communities, some of whom have uneven relationships with the growth of bicycling and with past and current City efforts. The Consultant should have knowledge of Boston's transportation and urban renewal history and how past policies and decisions impact residents' views on current transportation projects. All interactions with the public must be responsive and transparent, whether written, graphically presented, or orally delivered. Written and oral communication should minimize the use of technical jargon and communicate key concepts in a manner that is sensitive to the audience's level of understanding.

Consultant should expect tasks such as:

- **Materials and information written for lay audience:** Some variety of flyers, brochures, informational outdoor signs, web content, and like will need to be developed; materials may need to be translated for specific audiences and neighborhoods, including into braille. All materials should be context sensitive.
- **Graphic design:** Provide high-quality renderings and data visualizations that are relevant to and representative of the community in which they will be used; create layouts for documents, presentations, and other materials that represent the City's brand and clearly explain information in an 8th-grade reading level.
- **Public and stakeholder meetings:** Consultant will be asked to present work in partnership with the City and will be required to help create appealing presentation materials. Materials will be tailored to the specific audience. Meetings may be structured in a variety of formats, such as "pop-up," open house, and other traditional and non-traditional formats. Consultants will need to take careful notes at meetings, synthesize comments, prepare appropriate responses, and recommend changes based on public input.

The City will determine the schedule and host all interagency and public meetings. The Consultant may be asked to create presentation slides and other graphics, provide suggestions on how to best communicate ideas and concepts, and present work at internal and public meetings and events. Consultant should have proven skills in graphic design and geospatial analysis, especially for presenting transportation design ideas to the public. The City will work with the Consultant and community to determine the appropriate types and number of events.

The Consultant may be required to participate in public meetings, site walks, and site visits by presenting information, making observations, and/or taking notes.

Deliverable(s):

- Meeting materials including presentations, handouts, and other items as needed
- Post-meeting materials that may include meeting minutes and comment summaries

TASK 3: CONCEPT DESIGN

In consideration of the findings of Tasks 1A–1C and with meaningful incorporation of findings from Task 2, the Consultant will develop concept-level designs for a) selected Southwest Corridor Extension pedestrian network and bike route alternatives, b) selected street crossings along the Southwest Corridor, and c) the Bike Network Acceleration Project corridors. In order to fulfill the commitments of *Go Boston 2030*, the City envisions that this project will utilize “quick-build” and “medium-build” tools, treatments, and materials. Specific modifications may include pavement markings, signs, precast concrete curbing, temporary posts, signal timing changes, islands, speed humps, curb extensions, curb ramps, and similar scale efforts. The Consultant is expected to be well versed in such methods as they relate to improving the experiences of people biking or walking. For Southwest Corridor Crossings, Consultants should note that this is not a “trail” project with associated work such as landscaping and grading; the challenges and opportunities that exist in the study area primarily include roadway and crossing geometry, signals, surface material treatments, and wayfinding signage.

As part of this task, the City expects the Consultant to participate in working meetings on a weekly basis. Consultant should be prepared, on a regular basis, to host sketch sessions to problem-solve design issues as they arise. The urgency of the work demands collaborative design with City project team, agencies, and partners that builds both consensus and momentum over the length of the contract.

The Consultant shall provide the following services as needed, based on the complexity of proposed solutions:

1. Data Collection & Analysis
 - a. Review, synthesize, and respond to issues and opportunities identified through public processes.
 - b. Data collection efforts will include gathering the appropriate GIS information and conducting field visits to supplement the GIS information with items such as parking arrangements, drainage and utilities, bus stops, signage, driveway and other street features.
 - c. Additional data and analysis may be required, including but not limited to, bicycle, pedestrian, and vehicle counts; bicycle, pedestrian, and vehicle crash reports; signal timing and phasing; speed studies with volume and vehicle classification; turning movement counts; traffic and intersection analyses; Synchro modeling; etc. Some of this may be available from BTD Engineering

and/or Boston Public Works. New traffic counts and modeling will be required to accomplish this scope.

- d. In instances where a land survey is required, prepare an on-site existing conditions and topographic survey on Boston City Base Datum. All survey information will be plotted at a scale of 1" = 20' or other City approved suitable scale and will be made available to the City in hard copy as well as in electronic (AutoCAD 3D) format. The survey shall include surface elements as well as underground utilities, overhead utilities, and areaways.
 - e. Geotechnical investigation of sub-surface conditions may be required to permit determination of general soil characteristics to support appropriate pavement design and design of subsurface structural systems.
2. Develop Conceptual Engineering Designs
 - a. Consultant will propose appropriate, context-sensitive concepts that demonstrate best practices in designing for bicyclists, systemic safety, and multimodal accommodations.
 - b. Prepare conceptual plans and assist in the presentation of the plans at interagency meetings, public and stakeholder meetings, and other events as required.
 - c. All conceptual designs must meet high standards for quality and accuracy
3. Design Report
 - a. Develop a technical report that includes:
 - i. A map and basic description of the project area, including the streets or intersections subject to the plan and any contextual information such as land uses and other planning efforts
 - ii. A summary of existing conditions, including existing walking, biking, and driving flow; crash data summary and collision diagrams; and volume and speed data collected
 - iii. A record of public involvement and comments
 - iv. Recommended interventions and rationale, including analysis and citations of relevant guidelines
 - v. Evaluation metrics
 - vi. Summary of recommendations to consider in the future
 - b. For complex designs requiring analysis, a Functional Design Report or elements thereof may be required within the Design Report.

Deliverable(s):

- Concept Design Plans
- Design Report

TASK 4: 25%–100% ENGINEERING DESIGN

As with concept design work, the City expects the Consultant to participate in working meetings on a weekly basis. Additional meetings may be necessary to keep pace.

Consultant should be, on a regular basis, prepared to host sketch sessions to problem-solve

design issues as they arise. The urgency of the work demands collaborative design with City project team, agencies, and partners that builds both consensus and momentum over the length of the contract.

The Consultant shall provide the following services as needed, based on the complexity of proposed solutions:

1. Develop construction package for each design phase (25%–100%) at 1"=20' or 1" = 40' scale or according to standards requested by Boston's Public Works Department, Boston Transportation Department, BWSC, Boston Parks and Recreations Department, the Massachusetts Department of Transportation, utility companies, and others who own or control facilities impacted by the design.
2. Prepare for each design phase (25%–100%), which shall include, as appropriate for the project:
 - a. Pavement marking plans within the project limits, including any required notes, details, and all signage. Plans must take into account existing conditions at project limits. Where projects are accompanied by repaving projects, existing pavement markings will not be shown for most plans. Where repaving does not accompany the project, existing pavement markings and eradication notes will be provided.
 - b. Horizontal and vertical geometrics
 - c. Cross-sections
 - d. Resolution of any conflicts with underground, surface, or overhead utilities
 - e. Where required, drainage and grading plans and analysis; identification of areas requiring structural or geotechnical analysis; preliminary right-of-way plans to document land ownership and any permanent or temporary easements and dimensions.
 - f. Line-item cost estimate of design
3. Provide updated report to accompany for each design phase (25%–100%) that will serve as engineering record for recommendations made for the project. Report should detail all analysis and rationale for improvements, as well as any recommendations that are an exception to existing City standards.
4. Depending on the proposed design changes, the Consultant may be required to meet with the Public Improvement Commission to seek approval at the 75% design phase. As part of the approval process the Consultant may need to work with the City to identify a suitable private entity and sign a Memo of Understanding relative to providing maintenance to non-traditional streetscape elements.
5. Upon approval, advance project through successive stages of design and review. Prepare written responses to comments and attend comment resolution meetings as necessary.

Deliverable(s):

- 25% Engineering Design Plans as specified above
- 75% Engineering Design Plans, as requested

- 100% Engineering Design Plans
- Updated Design Report for each design phase, as needed

TASK 5: FINAL ENGINEERING DESIGN

The Consultant shall provide the following services as needed, based on the complexity of proposed solutions:

1. Completion of roadway geometry to include final locations of all traffic-calming elements, all cross sections for the project, sidewalk design, pedestrian ramp design, and ADA compliance as appropriate.
2. Prepare final design for traffic plans including all pavement marking plans, signage plans, and any relevant signal design, installation, timing and sequence plans.
3. Prepare final construction contract documents for the project, in accordance to the City of Boston Public Works Department and the Transportation Department specifications.
4. Prepare such drawings as may be required for action by, and orders of, the Public Improvement Commission of the City of Boston, or any other agency as required by the Commissioner of Public Works.
5. Updated report to reflect all changes, additional information gathered, and other information pertinent to the final plans.
6. Develop a fully executable maintenance agreement with a specific private entity or entities) to maintain any non-standard streetscape elements, if applicable.
7. Unless otherwise directed in writing, provide final plans for City records, including:
 - a. In hard copy, one (1) half-size plan set, three (3) full-size plan sets, and Synchro output
 - b. In digital format, the full plan set as PDF and CAD format, any design report(s), all relevant Synchro traffic analysis files, output reports and traffic data (in PDF format), and updated pavement marking, sequence, and signal plan files for all signalized intersections in both CAD and PDF formats
8. Review Process
 - a. The Consultant may coordinate, oversee, and manage the plan review process with various agencies and departments to ensure the process takes place in a timely fashion.
 - b. The Consultant will make any necessary revisions to the plans stemming from the review process, public meetings or other coordination. The Consultant will conduct a Quality Assurance/Quality Control check and prepare a quantity and cost estimate for the final plans.

Deliverable(s)

- Final Engineering Design Plans as specified above

TASK 6: CONSTRUCTION PHASE SERVICES

The selected Consultant shall, upon mutual approval of task orders, perform the following tasks related to the construction phase of the projects:

1. Furnish advice during construction, including:
 - a. Responding to contractor RFIs
 - b. Providing interpretation of the Contract Documents
 - c. Review and approval of all shop drawings, catalog cuts, details, and other miscellaneous submittals for the projects
2. Resident engineering services, including:
 - a. Scheduling between the design team, the City, and the contractor
 - b. Inspection services, including overnight oversight of work
 - c. Providing field reports documenting work, progress, and quantities
3. Certification that the work has been completed to the City's satisfaction

3.6 REQUIREMENTS FOR ENGINEERING SERVICES THAT ARE ASSIGNED UNDER THIS CONTRACT

All engineering work shall be signed and sealed by a Professional Engineer registered by the Commonwealth of Massachusetts. Design plans shall be fully developed to the stage of immediate advertisement for construction. Designs may require utility, right-of-way, and/or survey prior to plan development. Cost estimates shall be submitted as part of any completed plan or study.

Time is of the essence under this contract. Upon receiving comments from all relevant departments and agencies, the Consultant shall proceed to the next submission unless other directed. The Consultant shall adhere to the schedule developed for the project and provide weekly progress reports to BTB.

The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all traffic engineering and design services performed under this contract. The Consultant shall provide a Quality Assurance/Quality Control plan that describes the procedures to be utilized to verify, independently check, and review all tasks and services to ensure work products submitted to BTB are free of errors and omissions. The Consultant shall correct all errors or deficiencies without additional compensation.

3.7 ALLOWABLE COSTS

The Consultant and any Subconsultants, as approved, shall be subject to the conditions related to allowable costs under the contract that set forth below.

The Consultant shall submit invoices for services performed hereunder (see Section 3.7.5). There shall be two categories of charges:

- ▶ **Labor Costs**, consisting of Consultant Direct Salaries, Indirect Cost, and Fixed Fee and Subconsultant Labor Direct Expenses
- ▶ **Non-Labor Direct Expenses**, consisting of Consultant Direct Expenses and Subconsultant Direct Expenses

3.7.1 CONSULTANT DIRECT SALARIES

The hourly rate for labor of ANY personnel shall not exceed SIXTY-FIVE Dollars (\$65.00) per hour. Actual direct salary will consist of straight time, direct payroll of engineering and technical employees, excluding all officers, for such time employees are directly utilized on the work. Direct Salaries shall not include salaries paid to any employee for administrative duties. The minimum billing period shall not be greater than one-half of an hour, and no premium shall be paid for overtime work.

3.7.2 INDIRECT COST

Indirect Costs shall consist of overhead and fringe benefits and shall be charged against the Direct Salaries. For all services to be performed, BTM will pay the Consultant for direct labor multiplied by the lessor of an audited overhead multiplier or 1.55.

3.7.3 FIXED FEE

A fixed fee not to exceed 10% of the sum of the Consultant's actual Direct Salary costs plus overhead charges shall be paid to the Consultant to cover Consultant's profit and miscellaneous expenses that are not paid for otherwise.

3.7.4 NON-LABOR DIRECT EXPENSE

Reimbursement for Direct Expense for both the Consultant and any Subconsultants as allowed under this contract shall be for the actual costs incurred. Prior written approval by email is required for reimbursement for all direct expenses.

All billing of direct expenses shall be itemized by date and name of person incurring such expenses and shall include all other data relevant to verify that expense. The City will not reimburse for parking tickets.

3.7.5 BILLING PROCEDURE AND INVOICE FORMAT

A detailed labor summary must be provided for all hours worked hereunder, including work performed by Subconsultants, if any. The summary shall provide a description of all work performed by task number and shall list all work products generated. In addition, it must include a list by name and title/position of each person contributing to that task, along with the hours billed, the hourly rate, and the total cost. Invoices shall include the total billed to the task in the invoice, the approved task budget, and the percentage of budget spent down to date. This billing procedure may be modified as necessary during the term of the contract.

Under this contract, BTD will pay the Consultant a mutually agreed upon fixed fee for each work order according to a deliverable-based payment schedule consistent with the Consultant's detailed work scope, schedule, and budget.

3.8 FORMAT OF THE NON-PRICE PROPOSAL

The submitted non-price proposal should have page numbers. In the non-price proposal envelope, include: one (1) original, single-sided, bound with binder or paper clips; five (5) copies, double-sided, bound (spiral or other secure binding); one (1) copy on a USB flash drive. There is no page limit for responses.

The proposal sections shall be titled as followed:

- Introductory letter
- Table of Contents
- Project approach, work plan, and organizational chart
- Key personnel and summary of qualifications
- Scope of Services:
 - Task 1A: Route and Phasing Alternatives for the Southwest Corridor Extension
 - Task 1B: Data Collection and Analysis for Southwest Corridor Crossings
 - Task 1C: Planning and Analysis Services for Bike Network Acceleration Projects
 - Task 2: Community Engagement
 - Task 3: Concept Design
 - Task 4: 25% Engineering Design
 - Task 5: Final Engineering Design
 - Task 6: Construction Phase Services
 - Scope of services changes
- Personnel Billing Rates **(DO NOT PROVIDE COSTS)**
- Current workload and availability of the Project Manager
- Affirmative Action plan

Guidelines for Example Projects

For all projects listed as examples of experience, proposals must include the TOTAL project cost in US dollars **and** the dollar amount that was allocated to the Consultant's team. All examples should clearly state which team members played a role and provide a one sentence summary of their role in the project. Examples may be provided as brief summaries with links to project websites, plans, documents, and other files as needed to demonstrate competency.

Examples provided may overlap for any number of tasks, project approach, personnel qualifications, or evaluation criteria. Consultants are encouraged to include overlapping example projects only once in the proposal, not inclusive of individual staff resumes.

3.8.1 PROJECT APPROACH, WORK PLAN, AND ORGANIZATIONAL CHART

This project will require a core team of dedicated staff with a breadth of planning and design experience working in close collaboration. The Consultants should clearly articulate the reasoning behind the composition and leadership structure of their team, how it demonstrates their philosophy for this project, and how the expertise of each member will be brought to bear on the assignment in an organized and efficient manner. Include any examples of project management tools and processes that the Project Manager will bring to managing the team and its workflow.

The core leadership of the team must include a Project Manager and a Project Engineer (a registered P.E. in Massachusetts). Each responding team may overlap these roles to suit their strategy. However, the Project Manager must be the single point person responsible for keeping on schedule and coordinating all of the various functions of the project team. This person and their respective firm will maintain the lead in terms of contract management and contact with BTM. The Consultant shall not replace the persons in charge without permission of the BTM project manager. The Consultant shall assign such other personnel as may be necessary from time to time.

3.8.2 KEY PERSONNEL AND SUMMARY OF QUALIFICATIONS

The proposal shall include a detailed list of all personnel to be assigned to this project. Qualifications should include the roles of the staff personnel, the length of their work experience, areas of expertise, and the address of the office in which their work will be performed. Resumes, no more than two pages per individual, may be included.

There are several characteristics of the Consultant which the City has identified as essential.

- The Project Manager must have:
 - Demonstrated expertise and practical experience in managing a multi-disciplinary team on complex transportation and streetscape projects in an urban environment such as Boston.
 - A thorough understanding of federal standards and guidelines, MassDOT standards and guidelines, Complete Streets principles and guidelines, NACTO guidelines, and state-of-the-art bicycle and pedestrian design.
 - Experience working on projects with a high degree of public interest and community participation.
 - Experience and comfort using project management tools, including Asana and e-Builder
 - Available time to properly manage and oversee planning and design work that must be accomplished in an accelerated timeline
- The Project Engineer must:
 - Be a registered P.E. in Massachusetts and eligible to certify all construction documents.
 - Be prepared to lead administration for construction phase services.

- Have demonstrated expertise and practical experience designing separated bike lanes and multimodal urban intersections.
- The project team:
 - Must feature a small, core unit of planning and design staff with direct, applicable experience who will work on the project from start to finish
 - Must include clearly defined roles and hierarchies.
 - Must include staff who fundamentally appreciate the perspective of urban bicycle commuters, as demonstrated by the inclusion of staff members who regularly commute by bicycle. For the purposes of this proposal, one may be considered a regular bicycle commuter if they cycle to work at least 2 - 3 days per week during non-winter months.
 - May include additional team members, with a demonstration of how each member will contribute meaningfully to the work.
 - Must include the person ultimately responsible for the soundness of the design.
- The team must have a detailed, comprehensive Quality Assurance/Quality Control plan for *all* types of deliverables (e.g., presentations, technical reports and analyses, graphics, and engineering plans). Team member(s) responsible for QA/QC should be identified. The Project Manager shall be accountable for all QA/QC issues, but should not have primary responsibility for QA/QC.

3.8.3 SCOPE OF SERVICES

The Consultant should demonstrate thorough understanding of the Scope of Services as described in Section 3.

Tasks 1A-1C

As possible, please demonstrate the Consultant's experience with:

- Developing route alternatives for bike facilities in the context of building a core city-wide high-comfort bike network, particularly for municipalities with street networks similar to Boston. Include experience developing concept-level cross sections and intersection configurations.
- Identifying meaningful pedestrian and public realm improvements using proven best-practices to improve safety for people of all ages and abilities, control vehicle speeds, reduce conflicts with motor vehicles, and provide frequent opportunities to safely cross streets.
- Understanding of opportunities and challenges for phased implementation related to existing roadway geometry, signal equipment, curbside usage, motor vehicle capacity, and utilities, as well as coordination with concomitant plans, studies, and development projects.
- Quantitative and qualitative evaluation metrics to aid with the selection and prioritization of projects. Specific metrics should include bicycle level of traffic stress analysis, multimodal crash analysis, multimodal user count analysis,

multimodal user delay, and other current best practices in measuring pedestrian and bicyclist safety, comfort, and delay. The Consultant may also demonstrate experience utilizing GIS-based analysis to support a plan or project.

Task 2

As possible, please demonstrate the Consultant's experience with:

- Community engagement utilizing multiple traditional and non-traditional methods of collecting and synthesizing ideas and comments from the public
- Documenting public and stakeholder feedback and incorporating it into the project in a meaningful manner

Please provide samples of materials created by the Consultant that have been utilized during the community engagement phase of projects of a similar scope and scale to the Southwest Corridor Extension and Crossings project. Samples should successfully translate active transportation planning and design concepts into a format that can easily be comprehended by lay audiences. Sample materials may include:

- Graphics and data visualizations
- Photo-realistic renderings
- Flyers, brochures, informational outdoor signs
- Web content, including web pages, online maps, videos, social media
- Presentations
- Educational materials presented in languages other than written or spoken English, including for people with visual and hearing disabilities

Tasks 3–6

As possible, please demonstrate the Consultant's experience with:

- Retrofit or reconstruction projects for which the Consultant lead the design through all phases from concept to construction in accordance with current local, state, and federal guidance on pedestrian and bicycle design. Specifically, the Consultant should demonstrate experience with the following two project types:
 - Complex urban corridors retrofitted with high-comfort bicycle facilities utilizing some combination of signs, pavement markings, signal retiming, precast concrete curbing, flexible plastic bollards, median islands, speed humps, curb extensions, or other approaches of a similar scale.
 - Retrofitted or reconstructed intersections where heavily used shared use paths cross major and minor streets and interact with pedestrian activity in a highly complex and constrained urban environment. The outcome of the project should be improved safety, comfort, and capacity for pedestrians and bicyclists.

- Conducting analysis to support recommended roadway modifications, including speed studies, turning movement counts, traffic modeling, parking studies, or other relevant analyses.

Please provide a technical writing sample from a previous municipal project of no more than 10 pages. The sample should illustrate your team's ability to clearly articulate technical information and provide sound justification for recommended changes.

3.8.6 SCOPE OF WORK CHANGES

Describe any recommended additions to or deletions from the scope of work (**NOTE: DO NOT** provide any cost estimates for said additions and/or deletions.)

3.8.7 CURRENT WORKLOAD

Refer to Appendix 1 | Workload Affidavit.

3.8.8 AFFIRMATIVE ACTION PLAN

Detail your affirmative action program.

3.9 FORMAT OF THE BILLING RATES

The billing rates worksheet(s) should be sealed in an envelope, that clearly states "BILLING RATES". Include: one (1) original, single-sided, bound with binder or paper clips; and two (2) copies, double-sided, bound (spiral or other secure binding).

3.9.1 PROPOSED PERSONNEL BILLING RATES

Use form titled **Billing Rates** in Appendix 2. Complete one form for each firm.

SECTION 4 | EVALUATION CRITERIA

The Selection Committee members will assign a rating of “highly advantageous,” “advantageous” or “not advantageous” for each of the categories listed below. The City will then use these ratings to assign a composite ranking for each proposal.

Evaluation Areas:

1. Project Team
2. Planning Experience
3. Community Engagement and Communication
4. Facility Design
5. Presentation

The City will consider the ratings of the technical proposal when selecting the most advantageous proposal. Any reference to specific dollar amounts must be limited to the billing rates worksheets.

The City reserves the right to interview those vendors providing proposals that it has determined are the most advantageous.

4.1 PROJECT TEAM

For Consultants teams where the Project Manager and Project Engineer roles are filled by the same person, the Selection Committee will evaluate that person’s experience based on the qualifications listed under “Project Manager Experience” and “Project Engineer Experience.”

PROJECT MANAGER EXPERIENCE

Qualifications

The Project Manager:

- Demonstrates a thorough understanding of federal standards and guidelines, MassDOT standards and guidelines, Complete Streets principles and guidelines, NACTO guidelines, and state-of-the-art bicycle and pedestrian design
- Has experience with the planning and/or design of separated bike lanes and complex multimodal urban intersections
- Has experience working in complex urban environments such as Boston
- Has experience working on projects with a high degree of public interest and community participation
- Has expertise and practical experience in successfully managing a multi-disciplinary team on complex transportation and streetscape reconstruction projects
- Has experience and comfort using project management tools, including Asana and e-Builder

Highly advantageous

The Project Manager has all six of the qualifications listed above and is currently a regular⁴ bicycle commuter

Advantageous

The Project Manager has five to six of the qualifications listed above.

Non-advantageous

The Project Manager has four or fewer of the qualifications listed above

PROJECT ENGINEER EXPERIENCE

Essential Qualifications

The Project Engineer:

- Is a registered P.E. in Massachusetts and eligible to certify all construction documents.
- Has demonstrated expertise and practical experience designing separated bike lanes and multimodal urban intersections.

Advantageous Qualifications

The Project Engineer:

- Demonstrates a thorough understanding of federal standards and guidelines, MassDOT standards and guidelines, Complete Streets principles and guidelines, NACTO guidelines, and state-of-the-art bicycle and pedestrian design
- Has more than 5 years of experience working in complex urban environments such as Boston
- Is currently a regular⁵ bicycle commuter

Highly advantageous

The Project Engineer has both of the essential qualifications and all three of the advantageous qualifications listed above.

Advantageous

The Project Engineer has all of the essential qualifications and two of the advantageous qualifications listed above.

Non-advantageous

⁴ For the purposes of this proposal, one may be considered a regular bicycle commuter if they cycle to work at least 2 - 3 days per week during non-winter months.

⁵ For the purposes of this proposal, one may be considered a regular bicycle commuter if they cycle to work at least 2 - 3 days per week during non-winter months.

The Project Engineer has neither all essential qualifications listed above nor two or more of the advantageous qualifications.

TEAM EXPERIENCE AND STRUCTURE

Qualifications

The Consultant team:

- Is composed of a core unit of planning and design staff who have documented, practical, and relevant experience to the tasks as described.
- Has availability to work on the project from start to finish.
- Has clearly defined roles for each staff member and a decision-making hierarchy that identifies the person ultimately responsible for the soundness of designs.
- Demonstrates depth of knowledge regarding active transportation plans, projects, research, and current best-practices.
- Represents the diversity of skill sets needed to expeditiously and creatively complete the scope of services.
- Has at least two members who are a regular⁶ bicycle commuters.

Highly advantageous

The Consultant meets all six of the qualifications listed above

Advantageous

The Consultant meets five of the qualifications listed above

Non-advantageous

The Consultant meets four or fewer of the qualifications listed above

RESPONSIVENESS TO SCOPE OF SERVICES

Highly advantageous

The proposed scope demonstrates an extensive and thorough understanding of the scope of services and presents a well-conceived and organized work plan.

Advantageous

The proposed scope demonstrates an understanding of the scope of services and presents an organized work plan.

Non-advantageous

The proposed scope does not demonstrate an understanding of the scope of services and/or does not have an organized work plan.

⁶ For the purposes of this proposal, one may be considered a regular bicycle commuter if they cycle to work at least 2 - 3 days per week during non-winter months.

QUALITY ASSURANCE/QUALITY CONTROL

Highly advantageous

Processes are clearly defined and described; adequate staff are clearly assigned to perform QA/QC on all deliverables

Advantageous

Processes are described briefly; staff are assigned to perform QA/QC on most types of deliverables

Non-advantageous

Processes are not clearly defined and/or staff are not assigned to perform QA/QC on most types of deliverables

4.2 PLANNING EXPERIENCE (TASKS 1A–1C)

EXPERIENCE: BIKE NETWORK PLANNING

Qualifications

The Consultant has demonstrated experience with developing route alternatives and selecting facilities in the context of planning a core city-wide high-comfort bike network; the Consultant demonstrates a deep understanding of the principles of high-quality bike networks described in Section 3.5 Task 1A: safety, comfort, cohesion, directness, and implementability.

Highly advantageous

The Consultant has demonstrated experience with bike network planning, as defined above AND has demonstrated that this work has lead to the construction of at least one corridor or intersection project.

Advantageous

The Consultant has demonstrated experience with bike network planning, as defined above.

Non-advantageous

The Consultant has experience with bike network planning, but does not demonstrate a deep understanding of the principles of high-quality bike networks as defined above.

EXPERIENCE: ACTIVE TRANSPORTATION ANALYSIS

Qualifications

The Consultant has demonstrated experience with the following:

- Bicycle level of travel stress, including along corridors and at intersections
- Multimodal crash analysis
- Quantifying multimodal user delay
- GIS-based analysis to support a plan or project

- Additional innovative or creative quantitative and qualitative methods of measuring pedestrian and bicycle experience

Highly advantageous

The Consultant has demonstrated experience with all five of the qualifications listed above.

Advantageous

The Consultant has demonstrated experience with at three or more of the qualifications listed above.

Non-advantageous

The Consultant has demonstrated experience with less than three of the qualifications listed above.

4.3 COMMUNITY ENGAGEMENT (TASK 2)

EXPERIENCE: COMMUNITY ENGAGEMENT

Qualifications

The Consultant has demonstrated experience with:

- Public meetings utilizing traditional meeting formats
- Community engagement that utilizes at least two non-traditional methods of gathering input from the public
- Community engagement process for projects of a similar scope and scale to the Southwest Corridor Extension and Crossings project
- Engaging with impacted communities in a manner that is culturally appropriate
- Documenting public and stakeholder feedback and incorporating it into the project in a meaningful manner

Highly advantageous

The Consultant has demonstrated experience with all five of the qualifications listed above.

Advantageous

The Consultant has demonstrated experience with three or four of the qualifications listed above.

Non-advantageous

The Consultant has demonstrated experience with one or two of the qualifications listed above.

SAMPLES: MATERIALS FOR COMMUNITY ENGAGEMENT

Criteria

Materials are:

- Clearly organized

- Engaging
- Context-specific
- Have a clear purpose
- Illustrate technical concepts in a manner appropriate for lay audiences
- Demonstrate sound graphic design principles, as applicable
- Reflect the communities that these projects will directly impact, as applicable

Highly advantageous

Proposal includes a selection of at least seven sample materials of which at least three are graphics or data visualizations and at least two are photo-realistic renderings AND all sample materials meet all of the criteria listed above, as applicable.

Advantageous

Proposal includes a selection of at least five sample materials of which at least two are graphics or data visualizations and at least one is a photo-realistic rendering AND all sample materials meet at least five of the criteria listed above, as applicable.

Non-advantageous

Proposal includes a less than five sample materials OR more than half of the sample materials meet less than five of the criteria listed above, as applicable.

4.3 DESIGN AND CONSTRUCTION (TASKS 3–6)

EXPERIENCE: MEDIUM-BUILD ACTIVE TRANSPORTATION PROJECTS

Qualifications

“Medium-build” active transportation projects utilize some or all of these tools, treatments, and materials to redesign existing streets or street crossings to improve conditions for bicycling and walking: pavement markings, signs, precast concrete curbing, temporary posts, signal timing changes, islands, speed humps, curb extensions, curb ramps, and similar scale efforts.

Highly advantageous

The Consultant has lead the design of at least five projects that meet the above qualifications through all phases of design from concept to construction.

Advantageous

The Consultant has lead the design of at least three projects that meet the above qualifications through all phases of design from concept to construction.

Non-advantageous

The Consultant has not lead the design of any projects that meet the above qualifications through all phases of design from concept to construction.

EXPERIENCE: DESIGNING FOR ACTIVE TRANSPORTATION

Highly advantageous

The Consultant has demonstrated, through the example projects provided, that it brings a “user perspective” to the design of active transportation facilities. A “user perspective” will be reflected by designs that, as appropriate for the context:

- Go beyond the required minimum standards specified in local, state, and federal design guidelines for bicycle and pedestrian facilities
- Reflect user volumes, travel patterns, and/or desire lines
- Demonstrate creative and innovative approaches utilizing applicable design flexibility
- Minimize compromises that reduce user comfort for bicyclists and pedestrians

Example projects may include built and unbuilt projects. However, unbuilt example projects should have advanced beyond the conceptual design phase.

Advantageous

The Consultant has demonstrated an understanding of applicable local, state, and federal design guidelines for pedestrian and bicycle facilities, but the example projects provided reflect minimum design standards or include compromises that diminish the user experience for bicyclists and pedestrians.

Non-advantageous

The example projects provided do not reflect best practices in bicycle and pedestrian facility selection and design.

EXPERIENCE: RELEVANT DESIGN PROJECTS

Qualifications

The Consultant has demonstrated, through the example projects provided, that it has experience with the following types of projects:

- Redesigning existing streets and corridors with high-comfort bicycle facilities.
- Redesigning existing signalized and unsignalized street crossings along a high-volume shared use path; designs demonstrate a deep understanding of strategies to manage user conflicts, improve operational and safety conditions, and provide directional guidance for pedestrians and bicyclists through mixing zones.

Highly advantageous

The proposal includes examples of at least five completed projects of the types described above.

Advantageous

The proposal includes examples of at least three completed projects of the types described above.

Non-advantageous

The proposal does not include at least one example project for each project type described above; example projects provided in the proposal highlight trail/path design rather than intersection and crossing design.

SAMPLE: TECHNICAL REPORT

Highly advantageous

Sample is well-organized, focused, relevant, free of typographical and grammatical errors, and includes clear and logical reasons for proposed recommendations.

Advantageous

Sample includes logical reasons for proposed recommendations, but has errors or otherwise presents a muddled rationale

Non-advantageous

Sample includes multiple typographical errors, is poorly written, or provides recommendations without clear justifications

4.5 PROPOSAL AND PRESENTATION

We reserve the right to invite the highest scoring firms for an in-person interview and presentation. The below evaluation will only be applicable to those firms.

QUALITY OF PROPOSAL

Highly advantageous

The Consultant has submitted a written proposal that is well-organized, focused, relevant, and free of typographical and grammatical errors; the proposal demonstrates sound graphic design and page layout principles

Advantageous

The Consultant has submitted a written proposal that is mostly organized, focused, relevant, and free of typographical and grammatical errors

Non-advantageous

The Consultant has submitted a substandard written proposal that contains typographical or grammatical errors; the proposal does not demonstrate sound graphic design and page layout principles

ORAL PRESENTATION

Criteria

During the oral presentation, the Consultant:

- Concisely described their approach to the project and full scope of work
- Used slides were well-organized, visually appealing, and supported the oral presentation

- Gave direct, complete questions to answers
- Communicated their ideas without relying on note cards

Highly advantageous

Oral presentation met all four of the criteria above

Advantageous

Oral presentation met two or three of the criteria above

Non-advantageous

Oral presentation met one or none of the criteria above

APPENDIX 1 | WORKLOAD AFFIDAVIT

"On behalf of _____, I hereby certify that we shall proceed with the services described in this Proposal within ten (10) days of receipt of "NOTICE TO PROCEED" from the BTB and shall complete the services within the times stipulated in this REQUEST FOR PROPOSAL and/or the NOTICE TO PROCEED or as may be modified from time to time by BTB. Furthermore, the service to be provided under this project will be accomplished utilizing the staff identified in our Proposal, to the extent possible, and substitutions of the key personnel shall not be made without prior discussions and concurrence with the Commissioner or his designated representative. These terms shall remain in effect for a period of six (6) months from the date of this Proposal".

FIRM

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

APPENDIX 2 | BILLING RATES

Complete one billing worksheet for each firm.

FIRM: _____

NAME	TITLE	RATE*
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Direct hourly rate.*

INDIRECT RATE: _____

FIXED FEE: _____

APPENDIX 3 | CONTRACT FORMS

The following forms must be completed and returned with RFP Proposal submissions:

- ▶ Standard City of Boston Contract (CM10-11). Please sign the CM-10.
- ▶ CM06 – Certificate of Authority
 - Note – This form, to be filled out only by corporations, must document that the person signing the proposal forms, including the CM-10, has the legal authority to make commitments for the proposer’s company. Most often this is evidenced by a vote of the corporation’s board giving an individual such Authority.
- ▶ Vendor Information Form, required of vendors who have not done business with the City of Boston within the last year
- ▶ CM09 – Contractor Certification
- ▶ CM15 – CORI Forms
- ▶ LW2 and LW8 – Living Wage Forms
- ▶ CM16 – Wage Theft Form



STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

Contractor Legal Name: (and d/b/a):	City Department Name: Department Head:
Contractor Address:	Mailing Address:
Contractor Vendor ID:	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
								\$
								\$
								\$
								\$
								\$

Contract Details

Description/Scope of Services: (Attach supporting documentation)
--

Begin Date:

End Date:

Rate: \$

Not to Exceed Amount: \$

(Attach details of all rates, units, and charges)

Contract Signatures

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF \$		
	SIGNATURE	SIGNATURE
SIGNATURE	TITLE	DATE
DATE	DATE	

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

CERTIFICATE OF AUTHORITY

(For Corporations Only)

(Current Date)

At a meeting of the Directors of the _____
(Name of Corporation)
duly called and held at _____
(Location of Meeting)
on the _____ day of _____ 20_____ at which a quorum was present and acting,
it was VOTED, that _____
(Name)
the _____ of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for _____
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote
has not been amended or repealed and is in full force and effect as of this date, and that

(Name)
is the duly elected _____ of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



City of Boston Vendor Information Form

***Check One:**

☐ New Vendor ☐ Vendor Update

***Doing business with:**

☐ City of Boston ☐ Boston Public Schools

If Registered as a COB Vendor, Provide Vendor Number _____

*Vendor Name (as shown on IRS return): _____
(If Individual Enter: First Name, Middle Initial, Last Name)

Business name, if different from above: _____

*Street Address: _____

*City, State and ZIP Code: _____

Phone Number: () _____ Extension: _____ Fax: () _____

Website: _____

Business Email: _____

*Taxpayer Identification Number: _____ Dun & Bradstreet (DUNS) #: _____

*Required Fields

Vendor Classification (Check appropriate box and fill out all that apply)

* ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other

Additional Vendor Classification (Check all that apply)

☐ Minority Business Enterprise (MBE) ☐ Women Business Enterprise (WBE) ☐ Non-Profit ☐ City of Boston Employee ☐ Small Business Enterprise ☐ Small Local Business Enterprise

☐ Emerging Small Business ☐ Women-Owned Business ☐ Veteran ☐ Disabled

If you checked Minority and/or Women Enterprise above, indicate if the firm has either of the Certifications below.

☐ State Office of Minority Women Business Agent (SOMWBA) ☐ City of Boston MWBE Certification ☐ Other _____

LOCATION INFORMATION INSTRUCTIONS

- For each company location, check the functions that apply. Each location can have from one to three functions as described below:
 - Check Ordering if goods/services are ordered from this location.
 - Check Invoicing if invoices are sent from this location.
 - Check Remitting if payments are received at this location.
- For each Location, identify up to two contacts. Identify a Type (A/R, A/P, Management, etc.) for each contact.

Location #1: ✓ which apply ☐ Ordering ☐ Invoicing ☐ Remitting

Name (if different than Vendor Name above):

Address 1:

Address 2:

City, State and Zip Code:

Enter the contact(s) for Location #1:

Name1: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Name2: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Location #2: ✓ which apply ☐ Ordering ☐ Invoicing ☐ Remitting

Name (if different than Vendor Name above):

Address 1:

Address 2:

City, State and Zip Code:

Enter the contact(s) for Location #2:

Name1: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Name2: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Location #3: ✓ which apply ☐ Ordering ☐ Invoicing ☐ Remitting

Name (if different than Vendor Name above):

Address 1:

Address 2:

City, State and Zip Code:

Enter the contact(s) for Location #3:

Name1: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Name2: _____

Title: _____ Type: _____

Tel: () _____ Extension: _____

Fax: () _____ Email: _____

Complete the box below to elect to receive Purchase Orders by email. If the firm does business with BOTH City of Boston Departments and the Boston Public Schools identify and email contact and address for both.

City of Boston: Electronic Purchase Order Distribution (fill in the names and emails where PO's are to be emailed)

Primary Name: _____ Secondary Name: _____

Primary Email: _____ Secondary Email: _____

Boston Public Schools: Electronic Purchase Order Distribution (fill in the names and emails where PO's are to be emailed)

Primary Name: _____ Secondary Name: _____

Primary Email: _____ Secondary Email: _____

Excluded Parties List System

The Excluded Parties List System (EPLS) included information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts and certain Federal assistance and benefits.

The City of Boston cannot enter into a business relationship with entities currently under investigation or reported on EPLS.

Log onto <http://www.epls.gov/> and follow the steps below to confirm that you are not on the Excluded Parties List:

- Select "Advance Search" on left margin
- Enter full name of Client's company and click "Search" found in bottom of page
- Results should state "Your search returned no results."

☐ **By checking this box, I certify that I am not debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from doing business with the City of Boston.**

W-9 Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of

President is

Treasurer is

Place of business is

(Street)

(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

The trust document(s) are on file at _____,
_____ , and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: _____

By: _____
(Sign Here)

Title: _____

Business Address: _____
(Street)

(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. ☐ CORI checks are not performed on any Applicants.
2. ☐ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

CM FORM 15B

CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

CORI COMPLIANCE WAIVER

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006
(PUB July 2012)



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a service contract through a bid, a request for proposal or an unadvertised contract, the Covered Vendor must complete this form and submit it to the City, agreeing to the following conditions. In addition, any subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of vendor: _____

Local contact person: _____

Company address _____
Street City Zip/State

Telephone #: _____ E-Mail: _____

Part 2: Workforce Profile of Covered Employees Paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of covered employees in each wage range. **Remember, Covered Employees are only those employees that expend work hours on the contract.**

JOB TITLE	< \$15.31/hr	\$15.31/hr- \$17.50/hr	\$17.51/hr- \$20.00/hr	> \$20.01/hr

B. Total number of Covered Employees: _____

C. Number of Covered Employees who are Boston residents: _____

D. Number of Covered Employees who are minorities: _____

E. Number of Covered Employees who are women: _____

Part 3: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

Describe your past efforts and future goals to train Covered Employees:

Describe the potential for advancement and raises for Covered Employees:

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the service contract:

Part 4: Subcontracts:

List all service subcontracts either awarded or that will be awarded to vendors with funds from the service contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>

NOTE: Any Covered Vendor awarded a service contract **must notify** the contracting department and the Living Wage Division within three (3) working days of signing a service subcontract with a vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this form may be obtained by calling the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.

Part 5: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, _____ (*authorized representative of the Covered Vendor*) on behalf of _____ (*name of Covered Vendor*) hereby state that the above-named Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs and Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

Signature

Date

Position with Covered Vendor



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) and who has been awarded a service contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance which requires any such vendors to pay at least the **living wage which is \$15.31 per hour** to any employee who directly expends his or her time on the services set out in the contract. All subcontractors whose subcontracts are at least \$25,000 are also required to pay the living wage.

If you are bidding on or negotiating a service contract that meets the above criteria, you should submit this affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Boston Jobs and Living Wage Ordinance, or if you are requesting a general waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No service contract will be executed until this affidavit is completed, signed and submitted to the contracting department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this form may be obtained by calling or visiting the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.

Part 1: VENDOR INFORMATION:

Name of vendor: _____

Contact person: _____

Vendor address: _____
Street City State/Zip code

Telephone #: _____ E-Mail: _____

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the contract or subcontract is being awarded: _____

Contracting City of Boston department: _____

Start date of contract: _____ End date of contract: _____

Length of contract: ☐ 1 year ☐ 2 years ☐ 3 years ☐ Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

☐ For profit ☐ Not for profit

2. Total number of "FTE" employees which you employ company-wide (full time + combined part-time employees) (Example: 24 full-time staff + 2 part-time staff working 20 hours a week = 25 FTEs.)

3. Total number of individual employees who will be assigned to work on the above-stated contract:

4. Do you anticipate hiring any additional employees to perform the work of the service contract?

☐ Yes ☐ No

If yes, how many additional FTEs do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any vendor who qualifies may request an exemption from the provisions of the Boston Jobs and Living Wage Ordinance by completing the following:

I hereby request an exemption from the Boston Jobs and Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this application to prove that you are exempt from the Boston Jobs and Living Wage Ordinance. Please check the appropriate box(es) below:

- ☐ The construction contract awarded by the City of Boston is subject to the state prevailing wage law; or
- ☐ Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; or
- ☐ Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; or
- ☐ Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City-funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary):

PART 5. GENERAL WAIVER REASON(S)

I hereby request a general waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my contract violates the following state or federal statutory, regulatory or constitutional provision(s):

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the Boston Jobs and Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s) that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision(s) makes compliance with the Boston Jobs and Living Wage Ordinance unlawful (attach additional sheets if necessary):

PART 6: VENDOR AFFIDAVIT:

I _____ a principal officer of the covered vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1. ☐ Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2. ☐ This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

Instructions for Completing CM Form 16:

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>